



SBC Wisconsin
722 N. Broadway
Floor 13
Milwaukee, WI 53202

July 6, 2005

Ms. Christy Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for Approval of a Name Change Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin¹, and CenturyTel Acquisition, LLC, d/b/a KMC Telecom III.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and CenturyTel Acquisition, LLC, d/b/a KMC Telecom, III, hereby request approval, pursuant to 47 U.S.C. 252, of a Name Change Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and CenturyTel Acquisition, LLC, d/b/a KMC Telecom III.

I have been authorized by CenturyTel Acquisition, LLC, d/b/a KMC Telecom III, to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

CenturyTel Acquisition, LLC, d/b/a KMC Telecom III
Marva Brown Johnson
1755 North Brown Road
Lawrenceville, GA 30043
Tel: 678-985-7900
Fax: 678-985-6213

Very Truly Yours,

Joan Schoenberger

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
CENTURYTEL ACQUISITION, LLC d/b/a KMC TELECOM III**

This Amendment to the Interconnection Agreement Under Sections 251 And 252 of The Telecommunications Act Of 1996 (the "Amendment") is dated as of June 24, 2005, by and between Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin ("SBC Wisconsin") and CenturyTel Acquisition, LLC d/b/a KMC Telecom III (f/k/a KMC Telecom III, LLC) ("CenturyTel Acquisition, LLC d/b/a KMC Telecom III").

WHEREAS, SBC Wisconsin and KMC Telecom III, LLC ("KMC Telecom III, LLC") are the parties to that certain "Interconnection Agreement Under Sections 251 And 252 of The Telecommunications Act Of 1996" dated as of July 9, 2004 (the "Agreement");

WHEREAS, on February 2, 2005, KMC Telecom III, LLC and CenturyTel Acquisition LLC entered into an agreement under which CenturyTel Acquisition LLC would acquire the rights, title, and interests in the assets of KMC Telecom III, LLC in the state of Wisconsin, including the transfer of the related Federal Communications Commission and state public service commission telecommunications carrier certifications (herein referred to as the "Certifications") and the legal right to continue to operate these assets under the KMC Telecom III name.

WHEREAS, effective July 1, 2005 ("Assignment Date"), CenturyTel Acquisition LLC d/b/a KMC Telecom III will take ownership of the assets of KMC Telecom III, LLC in the state of Wisconsin, including the Agreement, the "KMM" ACNA and associated OCNs and wishes to reflect that change of ownership and assignment of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and CenturyTel Acquisition, LLC d/b/a KMC Telecom III hereby agree as follows:

1. As of the Assignment Date, the Agreement will be amended to reflect the assignment of the Agreement, the services purchased from SBC Wisconsin pursuant to the Agreement, the "KMC" ACNA and associated OCNs from "KMC Telecom III, LLC" to "CenturyTel Acquisition, LLC d/b/a KMC Telecom III".
2. As of the Assignment Date, SBC Wisconsin shall reflect the assignment of the Agreement, the services purchased from SBC Wisconsin pursuant to the Agreement, the "KMM" ACNA and associated OCNs from "KMC Telecom III, LLC" to "CenturyTel Acquisition, LLC d/b/a KMC Telecom III" and shall make all appropriate billing account changes (header card) for each of the accounts and services previously billed to KMC Telecom III, LLC which are being assigned to CenturyTel Acquisition. Without limiting the foregoing, CenturyTel Acquisition, LLC d/b/a KMC Telecom III affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by KMC Telecom III, LLC with SBC Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. SBC Wisconsin hereby consents to the assignments by KMC Telecom III, LLC of the Agreement, the services purchased from SBC Wisconsin pursuant to the Agreement, the "KMM" ACNA and associated OCNs to CenturyTel Acquisition, LLC d/b/a KMC Telecom III Effective as of July 1, 2005, SBC Wisconsin agrees to transfer billing responsibility to CenturyTel Acquisition, LLC d/b/a KMC Telecom III for services previously provided to KMC Telecom

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Wisconsin" pursuant to an assumed name filing with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications Inc.

III, LLC pursuant to the Agreement which service the assets transferred to CenturyTel Acquisition, LLC d/b/a KMC Telecom III, and to transfer to KMC Telecom V, LLC those services associated with assets owned by KMC Telecom V, LLC.

4. As of the Assignment Date, CenturyTel Acquisition, LLC d/b/a KMC Telecom III shall operate with SBC Wisconsin under the "CenturyTel Acquisition, LLC d/b/a KMC Telecom III" name for those accounts. Such operation shall include, by way of example only, submitting orders under CenturyTel Acquisition, LLC d/b/a KMC Telecom III, and labeling (including re-labeling) equipment and facilities with CenturyTel Acquisition, LLC d/b/a KMC Telecom III, if necessary.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-Wisconsin shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-Wisconsin state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC-Wisconsin the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s)

shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

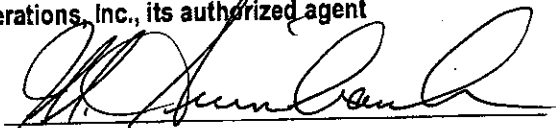
8. This Amendment shall be effective upon signing, subject to approval by the Public Service Commission of Wisconsin, (PSC-WI).

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

CenturyTel Acquisition, LLC d/b/a KMC Telecom III

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Operations, Inc., its authorized agent

By: 

By: 

Name: Dan Davis
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: Asst. Secretary
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 6/24/05

Date: JUN 24 2005

FACILITIES-BASED OCN # ~~0000~~ 4542

ACNA KMM